

26/11 2004 FRI 16:54 FAX

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石曉雲 楊文芳 張

FROM 國大地 鄭WIX

台中商業銀行
TAICHUNG COMMERCIAL BANK

VRB. NO: 01-01
幣別: USD
單位: 002 台北分行

匯出匯款 (V) 寶順水單 USD 10,150.00
() 其他交易匯單
() 請貼外匯交割
底與存查號碼:

已發匯

日期: 2004.11.26

匯計匯款號碼: NONET 402070	受款地區類別: US 美國	匯款種類: 10150.00
匯款人名稱: 國大地地產事務所股份有限公司 ZOBIN ENVIRONMENTAL ENTERPRISE CO., 統一編號: 34149364 外幣幣別號碼:	匯款方式及外匯去向	<input checked="" type="checkbox"/> 常匯 <input type="checkbox"/> 學匯 <input type="checkbox"/> 信匯 <input checked="" type="checkbox"/> 匯往國外 USD 10,150.00 <input type="checkbox"/> 匯往國內分行 <input type="checkbox"/> 銀行支票 <input type="checkbox"/> 外幣現鈔 <input type="checkbox"/> 存入外匯存款 <input type="checkbox"/> 其他
匯款分類名稱及編號: 701 來進口之貨款 (如係於本國進口通關之進口貨款請勾下欄) <input type="checkbox"/> 100已進口 <input checked="" type="checkbox"/> 701未進口	匯款方式	<input checked="" type="checkbox"/> 以前發得結單 附註序號: 金額: USD 10,150.00 <input type="checkbox"/> 由外幣存款提出 <input type="checkbox"/> 金額: <input type="checkbox"/> 銀行支票 <input type="checkbox"/> 金額: <input type="checkbox"/> 出口或匯入轉匯 <input type="checkbox"/> 金額: <input type="checkbox"/> 其他:
匯外受款人身份別: <input type="checkbox"/> 政府 <input type="checkbox"/> 公營事業 <input checked="" type="checkbox"/> 民間 受款人: 3300100455 FORESTER ENVIRONMENTAL SERVICES INC. 受款銀行: //PNO1401513 CITIZENS BANK USA 存匯銀行: MEXUS33 USDC BANK USA (FORMERLY MARINE 客戶帳號: 銀行帳號:	匯率: @ 32.202000 折合新臺幣: TWD 326,850 手續費: TWD 50 匯費: TWD 300 總計: TWD 350 合計: TWD 327,200	

匯款存單 (紅色) : 客戶收執聯 (黃色) : 第三聯位留底聯 (藍色) :

台中商業銀行台北分行	
收據印花稅號數	
負責人	陳世雄



櫃號:



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2002/003

20/11 2004 FRI 19:03 FAX 2/4/0000 KUO D38

0002/004

FROM: FESI-

PHONE NO. 1 800 755162

Oct. 29 2004 15:23PM P2

PRO FORMA INVOICE

Contract No: Kabin - 10/29/04
Date: October 29, 2004
The Buyer: KOBIN ENVIRONMENTAL ENTERPRISE CO., LTD.
10 F., No. 57
Guang-Fu, S. Rd., Sangshan District,
Taipei City 105, Taiwan (R.O.C.)
TEL: 02-2570-8822, FAX: 02-2570-8811
The Seller: Forrester Environmental Services, Inc.
78 Tracy Way
Meredith, New Hampshire 03253 USA
TEL: 603.279.3407, FAX: 603.279.5162

To: 陳文基 總經理
國豐大地主理
cc: 施堅仁 處長
P. Y.

This Contract is made by and between the Buyer and Seller, whereby the Buyer agrees to buy and the Seller agrees to sell the under-mentioned commodity according to the terms and conditions stipulated below:

- Commodity and Value:** One (1) 20 foot shipping container with 16 US tons (14.5 Metric tons) FESI-BOND® DRY-W (DiCalcium Phosphate Dihydrate Powder). Packaged in one (1) short ton supersacks. Ash TCLP Pb stabilizer. Cost \$700.00 USD per metric ton. Total value \$10,150.00 USD CIF Taiwan. Non-hazardous material.
- Country of Origin:** USA
- Packing:** One (1) ton supersacks. Standard sea dry freight packing.
- Insurance:** To be covered by Seller
- Terms of Payment:** 100% Pre-pay - Wire to FESI Account
- Time of Shipment:** Next available
- Port of Shipment:** Boston, Massachusetts, USA
- Port of Destination:** Keelung seaport, Taiwan
- Seller's Bank:** Citizens Bank (603.279.3500)
66 Rte 25, Meredith, New Hampshire 03253
US Account No: 3300100455, Routing No: 011401633

Pro Forma Invoice
Forrester Environmental Services, Inc.

KEF
10/29/04

26/11 2004 FRI 16:55 FAX

003/003

CU/AA 2004 FRI 9:07 FAX 27/11/2004 800 010

003/003

To: 陳永基經理
CC: 黃大地
cc: 施聖仁

PHONE NO.: 6532795162

Oct. 29 2004 09:24PM PT

10. Warranty: Seller guarantees that all material furnished to be free from defects.

11. Force Majeure: Should the late delivery or non-delivery of product be resulted in an accident which is unforeseen and unpreventable, the Seller shall advise the Buyer immediately of such occurrence within fourteen (14) business days thereafter, and shall send to Buyer for their acceptance a certificate issued by competent government authorities of the place where the accident occurred as evidence thereof. However, the Seller is still under obligation to take all necessary measures to hasten the delivery of the goods. In case the accident lasts more than three (3) months, the Buyer shall have the right to cancel this Contract.

12. Bankruptcy: Should either party between Seller and Buyer go bankrupt, the other party has the right to stop executing the Contract and also has priority to refund the prepayment or claim the return of the goods which have not been paid.

13. Arbitration: All disputes in connection with this Contract or the executive thereof shall be settled through friendly negotiations. In case no settlement can be reached through negotiation, the case should be submitted for arbitration to the Fair Trade Commission, Executive Yuan, R.O.C. in accordance with the rules of the said Commission. The decision rendered by the said commission shall be final and binding upon both parties. The arbitration fee shall be borne by the losing party.

14. Miscellaneous:

14.1 The present Contract is worked out in English in three original, each party holds one copy.

14.2 All appendices of the present Contract are integral parts of this Contract and shall have the same force as the Contract itself.

14.3 All amendments, supplements, and alterations to the terms and conditions of the present Contract shall be made in English and signed by the authorized representatives of both parties and thereafter shall form integral parts as the present Contract and shall have the same force as the Contract itself.

This Contract is made out three (3) original copies, one copy to be held by each party in witness thereof:

Seller:

10/29/04

Buyer:



Pre Formed Invoice
Formulator Environmental Services, Inc.

TO:
Dr. Hangshin Shih
TYT INTERNATIONAL, INC.
250 Baldwin Avenue, New Milford, New Jersey 07646
TEL:201-265-8676 Fax:201-265-7779
Email:bigstone@optonline.net

From: Kobin Jerry Chen
By fax: total 9 pages

Feb 10, 2006

Dr. Hangshin Shih:

How are you doing!

Please pass forward the following issues to FESI:

1. With respect to certified documents of FESI project reference contracts sent to KOBIN by mail:

As mentioned during the KOBIN and FESI meeting at Taiwan Yingge last month (Jan. 06) , "FESI will send KOBIN the certified documents of project reference contracts" please update the status now? Dr. Shih should still remember from what FESI told KOBIN that it would take about one month to complete the document certification, therefore we estimated that it should have been done by now, please ask FESI to send KOBIN by mail ASAP those relative documents as discussed and agreed during the meeting last month.

2. Please ask FESI to provide the detailed content (i.e., claim) of Patent Applications listed in the FESI-KOBIN Agreement

Because of worrying about the concerns over infringement of WHEELABRATOR phosphoric acid agent, we hope that FESI can provide the detailed content (i.e., claim) of Patent Applications listed in the FESI-KOBIN Agreement. As far as this issue is concerned, we understand that we both parties have contacted many times, but as we have stressed all the time: Before we obtain (we haven't got) the written content of FESI patent applications, what we have relied on are only those numbers of patent applications listed in the Exhibit A of the FESI-KOBIN Agreement and those abstracts of various FESI patents you mailed to KOBIN earlier. Furthermore, given the fact that KOBIN has signed the agreement with FESI and has purchased in compliance with the agreement, we hope that FESI will provide the detailed content of technologies in the Patent Applications.

3. Chinese explanation/translation of technology content of US Patent No. 5245114 (i.e., the patent number of WHEELABRATOR phosphoric acid agent KOBIN used before)

As far as we know, the WHEELABRATOR patented technology used by KOBIN before uses phosphoric acid agent, and the technology used in the KOBIN - FESI agreement is phosphate salt type agent. As Dr. Shih should know, we have always been concerned over whether the technology supplied by FESI to KOBIN in compliance with the agreement would fall into the coverage of WHEELABRATOR's technology or not because of both belonging to phosphate salt type, and that would consequently cause KOBIN into troubles of agreement/infringement, since the inventor of the patent is Mr. Keith E. Forrester, FESI should best understand the content of the patented technology, Dr. Shih, could you please explain in Chinese (or even translate into Chinese) the technology content (i.e., what type of salts are covered?....claim part, etc.) of the patent document (see details in the attached, downloaded from USPTO website) for us to further understand.

4. Last, with respect to certification of company information about FESI:

The other day we asked Dr. Shih to pass the message to and inform FESI regarding certification of company information about FESI, please ask FESI to mail it to KOBIN if it was done.

Dr. Shih, please kindly assist to take care of the issues as listed above. Before then if you need any assistance or further explanation from Kobin, please do not hesitate to contact with me.

Thanks! Regards,

Sincerely yours,

Jerry Chen

General Manager
Kobin Environmental Enterprise Co. Ltd.
Tel: +886-2-7475589 #200
Cell Phone: 0937-509-696
Email: ck818@kobin.com.tw